

COOPERATIVE GRANT AGREEMENT
Between
COCHISE COUNTY
And
THE BOWIE WATER IMPROVEMENT DISTRICT

THIS AGREEMENT, entered into the 10th day of April, 2014, between COCHISE COUNTY, a body politic, hereinafter called THE COUNTY, and the Bowie Water Improvement District, a body politic subdivision in the State of Arizona, hereinafter called BENEFICIARY.

WHEREAS THE COUNTY has applied for and received Community Development Block Grant funds from the Arizona Department of Housing, and such funds are to be applied to certain approved designated activities for the benefit of the BENEFICIARY; and

WHEREAS THE COUNTY is the party responsible to the State for the proper disbursement and use of the subject funds in accordance with the subject designated activities; and

WHEREAS it is the desire of the COUNTY that the said designated activities performed in accordance with the subject grant conform to all appropriate and applicable laws, rules, regulations and standards concerning the same; and

WHEREAS it is the desire of the COUNTY to identify the responsibilities of the parties and establish such procedures as may be necessary for the proper administration of the subject activities and disbursement of funds.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. It is understood and agreed that only the funds received by the COUNTY from the Arizona Department of Housing Community Development Block Grant Program in the amount of Sixty Eight Thousand Dollars (\$68,000.00) and such funds as provided by BENEFICIARY shall be disbursed pursuant to this agreement. The COUNTY assumes no responsibility to provide additional funds for this project. Any shortage must be addressed by the BENEFICIARY, either through a supplemental contribution or by an amendment of this project.
2. It is understood and agreed that the subject funds shall be disbursed only for the purchase of repairs to the Water District, the specified activity as set forth in Arizona Department of Housing Funding Agreement Number 121-14, current editions of which are attached hereto as Exhibit "A" and incorporated herein by reference.
3. The COUNTY shall request, receive, and disburse all Community Development Block Grant funds from the Arizona Department of Housing and shall prepare, sign and submit all necessary documents and reports required for administration of the grant. The COUNTY shall maintain a central file of all required documents, papers, and reports for said grant.

4. The COUNTY shall take such other steps as may be necessary and required to discharge its obligations with respect to administration or disbursement of the subject activities and funds.
5. Reimbursements from the Community Development Block Grant are subject to available funding. The COUNTY shall approve all requests for reimbursement from the BENEFICIARY based on supporting documentation provided by the BENEFICIARY for eligible activities identified in the grant.
6. The Board of Supervisors of the COUNTY hereby delegates to the Grants Director the responsibility for overseeing and administering this grant, and accordingly, said designee is therefore authorized to act on behalf of the Cochise County Board of Supervisors for such purposes.
7. The BENEFICIARY, as a condition of COUNTY approval of disbursement of funds pursuant to this agreement, agrees to comply with all applicable rules, ordinances, regulations and standards that may apply to the designated activities set forth in the approved grant award.
8. The BENEFICIARY, as a condition of receipt of the subject funds, shall take such actions as are necessary and proper in order to comply with the conditions of the grant award and which are necessary to properly complete the designated activities in Section two (2) of this agreement.
9. The BENEFICIARY agrees that it will not discriminate against any participant, employee or applicant for employment because of race, color, creed, sex, disability, age, religion, or national origin. The BENEFICIARY agrees to take affirmative action to ensure applicants and employees are treated without regard to their race, color, creed, sex, disability age, religion, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, layoff of termination, rates of pay or other forms of compensation; and selection for training.
10. The BENEFICIARY does hereby covenant and agree to indemnify and save harmless the COUNTY, its officers and employees, individually and collectively, from all suits, claims, demands, actions, costs, obligations, attorney's fees or liability of any kind, and does hereby agree and assume all the risk in the performance of this agreement and shall be solely responsible and answerable for any and all accidents or injuries to persons or property arising out of their performance of this agreement.
11. The BENEFICIARY shall account for the water district equipment and repairs in the Bowie Water Improvement District Annual Report to the Office of the Cochise County Treasurer.

BOWIE WATER IMPROVEMENT DISTRICT
BOARD


DAN O'NEAL, CHAIRMAN

COCHISE COUNTY BOARD OF
SUPERVISORS

ANN ENGLISH, CHAIRMAN

ATTEST:

ARLETHE G. RIOS, CLERK

APPROVED AS TO FORM:

ELDA ORDUNO
CIVIL DEPUTY COUNTY ATTORNEY